



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22

March 15, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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First District

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Second District

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Fourth District

Michael D. Antonovich
Fifth District

March 15, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE OF A DONATION
FROM G.H. PALMER ASSOCIATES
TO THE DEPARTMENT OF HEALTH SERVICES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
Deputy Director, Strategy and Operations

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*

SUBJECT

Request approval to accept a donation from G.H. Palmer Associates, valued at \$27,000, to power wash one exterior wall of the Health Services Administration parking structure, and power wash and paint one other exterior wall of the same structure.

IT IS RECOMMENDED THAT THE BOARD:

1. Accept a donation in the form of an in-kind contribution of power washing and painting services from G.H. Palmer Associates, valued at \$27,000; and
2. Authorize the Director of Health Services, or his designee, to sign any necessary agreement(s) with G.H. Palmer Associates and/or its designee to power wash and paint exterior walls of the Health Services Administration (HSA) parking structure (also referred to as Lot 29) facing Fremont Avenue and Temple Street. The agreement(s) shall specify that this in-kind donation is not in lieu of any monies owed to the County and/or any insurer, and the agreement(s) shall further specify that this in-kind donation does not waive any legal rights or remedies available to the County as a result of damages sustained from the fire which occurred on December 8, 2014 on the property owned by G.H. Palmer Associates located directly behind the HSA building.



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3. Instruct the Executive Officer, Board of Supervisors, to prepare and send a letter of acknowledgement to G.H. Palmer Associates for the work performed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with County policy, donations in excess of \$10,000 require acceptance by the Board. DHS is the recipient of the in-kind services donation to power wash one exterior wall of the HSA parking structure, as well as power wash and paint one other exterior wall of the same structure. G.H. Palmer Associates is a real estate development company which currently owns a portfolio of over 10,400 Southern-California apartment units. The firm is building an apartment building across the street from the HSA building; it is scheduled to open in 2016. Power washing and painting the exterior walls of Lot 29 facing Fremont Avenue and Temple Street will aid in harmonizing the aesthetics of this developing urban environment.

Approval of the first and second recommendations will allow the facility to accept the in-kind services donation and enter into necessary agreements, and the third recommendation will acknowledge the work performed.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost associated with the acceptance of the donation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services or projects.

CONCLUSION

Attached for your consideration is a draft letter of acknowledgement to G.H. Palmer Associates for the work performed.

The Honorable Board of Supervisors

3/15/2016

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:GP:rm:ja

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

ATTACHMENT A

March 2, 2016

G.H. Palmer Associates
270 North Canon Drive, Penthouse
Beverly Hills, CA 90210

Dear Mr. Palmer:

At its meeting held March 15, 2016, the Los Angeles County Board of Supervisors accepted the in-kind donation of services to power wash and paint the exterior wall of the Health Services Administration parking structure facing Fremont Avenue, and power wash one exterior wall of the same structure facing Temple Street, valued in total at \$27,000.

To reiterate, as stated in the agreement which was signed prior to any work being performed, this in-kind donation was accepted with the mutual understanding that completion of this project improves the aesthetics and view from your building's perspective for the benefit of its occupants; and it serves to refresh the exterior of portions of our parking structure. However, acceptance of this in-kind donation does not serve to waive any rights or remedies the County may have related to damage caused by the fire that occurred on your property on December 8, 2014.

Our governing body, the Board of Supervisors, has requested that I acknowledge this in-kind donation. Thank you.

Very truly yours,

Lori Glasgow
Executive Officer, Board of Supervisors

LG:ja

**Agreement for In-Kind Contribution of Services and/or Goods to
Los Angeles County Department of Health Services**

1. Donor: G.H. Palmer Associates hereby offers and agrees to make an in-kind contribution of services and/or goods valued solely by G.H. Palmer Associates at Twenty Five Thousand dollars to Donee: Los Angeles County Department of Health Services (DHS), a governmental unit of the County of Los Angeles, to be used in DHS toward the fostering of harmonization between the buildings of the parties, all located in the City of Los Angeles, California, 90012, specifically at the intersection of Temple Street and Fremont Avenue.
2. G.H. Palmer Associates acknowledges and agrees that DHS' acceptance of this in-kind donation does not serve to waive any rights or remedies the County may have related to damage caused by the fire that occurred on Donor's property on December 8, 2014.
3. The contribution shall be recorded by DHS and held until such time as the application of the services and/or use of the goods has been approved by DHS, in accordance with County rules and regulations.
4. G. H. Palmer Associates shall, within 30 business days of Donor signing this Agreement, send a copy of the Agreement and a letter describing the services and/or goods which are the subject of this Agreement, and the schedule for providing said services and/or goods (which schedule may be modified with the mutual written agreement of Donor and Donee, but which in any case shall be concluded within 12 months of Donee signing this Agreement), to DHS at the following address:

Los Angeles County Department of Health Services
313 North Figueroa Street, Room 707
Los Angeles, CA 90012
Attention: Chief, Facilities Management Division

5. The DHS Facilities Management Division shall coordinate the use of the services and/or goods which are the subject of this Agreement with G.H. Palmer Associates
6. Donee expressly disclaims any liability for any injury or damages to any party in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.
7. Donor expressly disclaims any representation or warranty of any kind in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.

8. Donee hereby accepts the above-stated offer of Donor.
9. This agreement shall be effective when signed by both parties, with the effective date being the latter date of the two signature dates.
10. The Donee shall have the right to terminate this Agreement without any penalty, cancellation fee or other charges at any time upon written notice to Donor. In the event of termination under this section, DHS shall credit Donor for the Services accomplished and delivered up to the effective date of termination.

AGREED and ACKNOWLEDGED:

DONOR: G.H. Palmer Associates

Date: _____

By: _____

(Please Sign and Print Name Official Title)

DONEE: Los Angeles County Department of Health Services

Date: _____

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Assistant County Counsel
Health Services Division